

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of)	
Implementation of Section 621(a)(1) of)	
the Cable Communications Policy Act of 1984)	MB Docket No. 05-
311		
as amended by the Cable Television Consumer)	
Protection and Competition Act of 1992)	

COMMENTS OF THE TOWN OF STANDISH, MAINE

These Comments are filed by the Town of Standish in support of the comments filed by the National Association of Telecommunications Officers and Advisors ("NATOA"). Like NATOA, Standish believes that local governments can issue an appropriate local franchise for new entrants into the video services field on a timely basis, just as they have for established cable services providers. In support of this belief, we wish to inform the Commission about the facts of video franchising in our community.

The Federal Cable Act refers to this as a "franchise" so we will use that term in these comments. Also, many communities have a cable ordinance which operates in conjunction with the franchise agreement, the terms of which are often negotiated with the cable company in conjunction with the franchise agreement. These documents collectively referred to as the "franchise" below.

Cable Franchising in Our Community

Community Information

Standish is a Town with a population of 9,285. Our franchised cable provider is Adelphia. Our community has negotiated cable franchises since 1982. Standish is one of a 6 town consortium that negotiated our current franchise agreement.

Our Current Franchise

Our current franchise began on July 21, 1998 and expires on July 21, 2008. Under the statutory timeline laid out in the Federal Cable Act, the cable operator has a 6-month window beginning 36 months before the expiration of the franchise

in which to request a renewal under the Federal Act. As a result, at this time we are currently negotiating a franchise renewal with the incumbent provider.

Our franchise requires the cable operator to pay a franchise fee to the town in the amount of 5% of the cable operator's revenues. The revenues for franchise fee purposes are calculated based on the gross revenues of the operator, in accordance with the Federal Cable Act.

We require the cable operator to provide the following capacity for public, educational, and/or governmental ("PEG") access channels on the cable system. We currently have 1 channel devoted to public access; 2 channels devoted to educational access; and 1 channels devoted to government access.

Our franchise requires that our PEG channels be supported in the following ways by the cable operator: Public, Educational, Governmental and I-Net Capital Grants totaling \$260,000.00 to be disbursed over the 10 year term of the contract.

Our franchise contains the following institutional network ("I-Net") requirements: A 550 mile fiber I-Net connects 42 municipal, school and library building in the 6 town region. We use our I-Net facilities in the following ways: The two school departments use the I-Net for their data network and the regional Public Access center uses it to receive video from 37 remote locations in the 6 towns. The municipalities also transmit their meetings to the regional center via the network for cable casting to each of the 6 towns over the regional Government Access channel. Additional capacity has been reserved on the I-net for future use by the 6 municipalities.

Our franchise contains the following requirements regarding emergency alerts: Section 3.8 **EMERGENCY OVERRIDE CAPABILITY**
The Subscriber Network shall incorporate, subject to FCC requirements, emergency audio override capabilities, for use in the event of an emergency or vital public information situation, which can be operated from a standard touch-tone telephone by an authorized agent of the Issuing Authority. Activation of this emergency override capability shall give the agent control of all channels for a period of time sufficient for the purpose of transmitting audio information and instructions to viewers, or instructing viewers to turn to the appropriate access channel for detailed information as to the emergency. The PEG access channel(s) will be available for transmission of an alphanumeric signal from an alphanumeric character generator under the control of Issuing Authority, or for live video/audio transmission, at Issuing Authority's option. These emergency alert requirements provide an important avenue of communication with our residents in the event of an emergency.

Our franchise contains the following customer service obligations, by which we are able to help ensure that the cable operator is treating our residents in accordance with federal standards and the terms it agreed to in its franchise.

SECTION 13 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1 LOCAL CUSTOMER PAYMENT CENTER

Licensee shall maintain a payment center, in one of the Saco River area Towns, at a location convenient to Subscribers where subscribers can, at minimum, pay their cable bills and drop-off equipment such as, but not limited to, converters. Such payment center shall be open, at a minimum, three (3) evenings, until 9:00 pm, per week and at least 6 hours on a weekend day to accommodate the work schedules of the Saco River Area subscribers. This location shall be handicapped accessible. Said payment center shall be a continuing obligation of Licensee during the term of this Franchise Agreement.

Section 13.2 CUSTOMER SERVICE TELEPHONE

Licensee shall provide Saco River Area subscribers with a toll-free number to access company employees or answering service 24 hours per day and seven days per week. Licensee's telephone response system shall be usable with state-of-the-art telecommunications devices for the hearing impaired.

Section 13.3 CUSTOMER SERVICE

(a) Licensee shall comply with the FCC Customer Service Regulations (47 CFR 76.309) in all respects.

(b) Licensee shall ensure that flexible hours are available to customers for service and installation visits. Time periods offered for such visits shall include morning (8:00 am to Noon) afternoon (Noon to 7:00 pm), and Saturday (8:00 am to 5:00 pm) hours.

(c) Licensee shall have technical staff on-duty 24 hours per day seven days per week to address system and/or customer problems.

Section 13.4 SUBSCRIBER SOLICITATION PROCEDURES

Licensee shall provide all prospective Subscribers with complete, clear and concise information, in writing and prior to or at the time of installation of cable service(s), information concerning the following:

- (1) All services and rates, deposits if applicable, installation costs, service upgrade or downgrade charges (if any), stolen or lost converter charges and relocation of cable outlet charges.
- (2) Complete information concerning billing and collection procedures, procedures for ordering changes in or termination of service(s), and refund policies.

- (3) Written notification concerning the potential incompatibility of video cassette recorders (VCRs) with cable service(s), and, if requested, information concerning the cost for installation of said VCRs and the different methods of installation, if applicable.
- (4) Complete written information concerning Licensee's privacy policies, pursuant to State and Federal Law.

Section 13.5 CONSUMER SALES STANDARDS

Licensee shall, in soliciting prospective customers for cable service(s), provide full and complete information concerning its available cable services and shall, upon request, provide the following:

- (1) A description of each level of service in detail.
- (2) A description of the benefits offered by each level of service, such as the number of channels, programming and exact price.
- (3) A description of all premium services and prices therefor.
- (4) A description of the lowest cost service in an objective manner.
- (5) A description of billing procedures and policies.
- (6) A summary for the prospective customer what the total bill could be expected to be.

Section 13.6 CUSTOMER SERVICE PROCEDURES AND NOTICE

(a) Licensee shall respond to all requests for service by making a service call at the subscriber's residence within two (2) business days of receiving such request. Licensee shall respond to all requests for installation and disconnection within seven (7) business days of such requests, or at such other time as is mutually agreed upon by Licensee and said Subscriber. Licensee's policies are to give service calls priority over installation calls.

Section 13.7 BILLING DISPUTE PROCEDURES

In the event that a billing dispute arises, Licensee shall resolve said dispute within fourteen (14) days of receiving either verbal or written notification of said dispute from the subscriber. said subscriber shall be responsible for paying only that portion of the bill that is not in dispute during said fourteen (14) day period.

Section 13.8 DISCONNECTION AND TERMINATION OF CABLE SERVICE

(a) Licensee shall only disconnect and/or terminate a Subscriber's cable service(s) upon a showing of good and just cause. In no event shall Licensee disconnect said cable service for nonpayment without the prior written notification to the affected Subscriber at least ten (10) business days prior to such disconnection or termination.

(b) Pursuant to Section 13.6 above, said period shall in no case commence during the billing-dispute resolution period.

(c) Upon the issuance of said ten (10) business day disconnection or termination notice above, Licensee shall meet, at the request of the Issuing Authority or its designee, with the Issuing Authority or designee and the said Subscriber to negotiate, in good faith, a resolution to the billing dispute.

Section 13.9 LOSS OF SERVICE -- SIGNAL QUALITY

Licensee shall comply with all applicable FCC regulations and standards relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a significant number of complaints from Subscribers concerning consistently poor or substandard Signal quality, the Issuing Authority and Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 13.10 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees entering upon private property, including repair and sales personnel, shall be required to wear an employee identification card issued by Licensee and bearing a picture of said employee. Employees entering upon private property shall be required to wear said identification card in a conspicuous place easily seen by Subscribers.

Section 13.11 PRO-RATED SERVICE

In the event that a Subscriber service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by Subscriber, the appropriate refund, if exceeding one dollar (\$1.00) shall be made by Licensee to the Subscriber within forty-five (45) days of such termination.

Section 13.12 PRIVACY PROVISIONS

(a) Licensee shall respect the rights of privacy of every Subscriber and/or commercial user of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable System, and as hereafter provided.

(b) Licensee shall comply with all applicable Federal, State and local laws and regulations respecting Subscriber and commercial user privacy and shall adhere to applicable industry codes of conduct which promote or enhance Subscriber privacy.

Section 13.13 MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or commercial user; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity,

checking for illegal taps, controlling return-path transmission, or billing for pay services. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between any Subscriber or commercial user and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 13.14 DISTRIBUTION OF SUBSCRIBER INFORMATION

Licensee and its agents or employees shall not, without the prior written authorization of the affected Subscriber or commercial user, provide to any third party, including the Town, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber or commercial user by providing written notice to the Licensee. Licensee shall provide annual notice to each Subscriber or commercial user who has given the aforesaid authorization of each Subscriber's or commercial user's right to withdraw the authorization. In no event shall such authorization be obtained as a condition of service or continuation thereof, except as necessary to adequately provide particular services.

Section 13.15 POLLING BY CABLE

No poll or other upstream response of a Subscriber or commercial user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results the poll or upstream response, unless the program has an informational, entertainment or educational function which is self-evident. Licensee or its agents shall release the results of upstream responses only in the aggregate and without individual references.

Section 13.16 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber without obtaining the Subscriber's prior written consent. If a court authorizes or orders such disclosure, Licensee shall make reasonable attempts to notify the Subscriber within a reasonable time prior to such disclosure. Licensee shall provide written notice to each Subscriber when equipment is to be installed on the Cable Television System which would permit the recording or monitoring of individual viewing habits of such Subscriber. Such equipment shall be installed only after prior written permission has been granted by the Subscriber. In no event shall such permission be obtained as a condition of service or continuation thereof. For any sort of transmission concerning the viewing

habits or subscription package decisions of any individual Subscriber to emanate from a Subscriber's residence, the subscriber must take some positive action to activate such transmission. In the event the service requested by the Subscriber by its nature involves the transfer of information or data from the Subscriber, including without limitation, security services or data transference, the ordering of the service shall be deemed to include the grant of permission by the Subscriber for the making available of such information to such parties as is necessary for the provision of the service. Written permission shall be obtained from the Subscriber prior to further dissemination or distribution by Licensee of such information.

Section 13.17 SUBSCRIBER ACCESS TO INFORMATION

Subscribers shall be entitled to examine and copy any information developed by Licensee pertaining to them at Licensee's premises upon reasonable notice and during regular business hours. Copying costs shall be borne by said Subscriber(s). Licensee shall promptly correct such records upon a reasonable showing by the Subscriber that information contained therein is inaccurate.

Section 13.18 ALTERNATE SUBSCRIBER IDENTIFICATION

The Licensee shall provide for an alternative method of customer identification for those customer's who do not wish to have their social security number used for identification purposes. The Licensee shall make all customers and prospective customers aware, on at least a yearly basis, of the availability of this alternative customer identification method.

Section 13.19 SUBSCRIBER SURVEYS

On the behalf of the Issuing Authority the Licensee shall distribute written subscriber surveys to assess among other things subscriber satisfaction with the cable services and determination of what new programming services subscribers desire at least once every twenty-four (24) months. The Issuing Authority shall prepare the survey instrument pursuant to the specifications of Schedule 5 and provided it to the Licensee at least thirty (30) days prior to the desired distribution date. The Licensee shall be responsible for duplication and stuffing the insert into the Licensee's regular billing. The return address on the survey form shall be the Issuing Authority or its designee who shall be responsible for compilation of the survey responses.

Section 13.20 PRIVACY STANDARDS REVIEW

The Issuing Authority and Licensee will continually review this Section 13 to determine that it effectively addresses appropriate concerns about privacy. This Section may be amended periodically by agreement of the Issuing Authority and Licensee.

Our original franchise required a 2 year build schedule for the cable operator:

Our current franchise requires that the cable operator provide service to the following areas of our community: The Standish franchise requires universal coverage.

In order to ensure that our residents have access to current telecommunications technologies, our current franchise contains the following rebuild or upgrade requirements:

Section 4.1 CONSTRUCTION TIMETABLE - SYSTEM COMPLETION

(a) Licensee shall complete construction and activate its five hundred and fifty megahertz (550 MHz) cable system no later than twenty-six (26) months from the Effective Date of this license subject to the provisions of Sections 3.1(a), 3.1(b) & 3.1(c). (NOTE: THE SYSTEM WAS ACTUALLY BUILT TO 750MHZ SPECIFICATIONS).

(b) Licensee shall complete construction and activate its I-Net systems as provided in Sections 3.2(a), 3.2(b), 3.2(c), 3.2(d) & 3.2(e) no later than twenty-six (26) months from the Effective Date of this license subject to the provisions of Sections 3.1(a), 3.1(b) & 3.1(c).

Our franchise contains the following insurance and bonding requirements:

Section 10.1 INSURANCE

- (a) Licensee shall purchase and maintain such insurance as will protect the Licensee and the Town from claims set forth below caused by the construction, installation, operation, or maintenance of any structure, equipment, wires or cables authorized or used pursuant to this license, whether caused by Licensee or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- (b) The Insurance required by the above shall be written for not less than (1) the minimum limits of liability required by the Worker's Compensation Act and (2) five million dollars (\$5,000,000.00) for general liability coverage.

Section 10.2 PERFORMANCE BOND

(a) Licensee shall maintain at its sole cost and expense throughout the term of this Franchise Agreement a faithful performance bond running to the six Towns comprising the Saco River Area as defined in Section 1(ff) herein, with good and sufficient corporate surety licensed to do business in the State of Maine and approved in advance in writing by the Issuing Authority of each of the six towns, in the sum of five hundred thousand dollars (\$500,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Franchise Agreement. Upon

completion of the system rebuild, the amount of said bond shall be reduced to the sum of one hundred thousand dollars (\$100,000.00).

The cable franchise grants the cable operator access to the public rights of way and compatible easements for the purpose of providing cable television service. Apart from the franchise, the cable provider is not required to obtain a permit from the appropriate municipal office as well before it may access the public rights of way.

The franchise agreement provides for the following enforcement mechanisms by which we are able to ensure that the cable operator is abiding by its agreement:

LICENSE REVOCATION

Section 12.1 DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Franchise Agreement, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- i) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- ii) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period or the Issuing Authority is not satisfied with the Licensee's explanation or efforts to cure, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question through the Chair, and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall provide written determination whether or not the Licensee is in default of any provision of the Franchise Agreement. In the event that the Issuing

Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (1) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
- (2) seek specific performance of any provision in this Franchise Agreement which reasonably lends itself to such remedy as an alternative to damages;
- (3) commence an action at law for monetary damages;
- (4) foreclose on all or any appropriate part of the Performance Bond pursuant to Section 10.2 herein;
- (5) declare the Franchise Agreement to be revoked subject to Section 12.3 below and applicable law;
- (6) invoke any other lawful remedy available to the Town.

Section 12.2 LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Franchise Agreement, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

- (1) For failure, subject to the provisions of Sections 3.1 and 3.2 hereof, to construct, upgrade, install, fully activate, operate, program and/or maintain the Cable Television System and I-Net the sum of three hundred dollars (\$300.00) per day for each calendar day that such System rebuild and I-Net has not been fully constructed, installed, activated, energized, and maintained. Said damages to be effective as of the first day after the end of the construction period or such extension as provided for under Section 3.1 above.
- (2) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net and/or InterNet Drops and/or Outlets in accordance with Sections 3.2, 6.7 and 6.8 herein: fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
- (3) For failure to extend service in accordance with Section 5 above: four hundred dollars (\$400.00) per day for each day the violation continues.
- (4) For violation of any of the customer service standards as specified in Section 13 below: one hundred dollars (\$100.00) per violation per day.
- (5) For failure to operate and maintain the subscriber system or the I-Net system in accordance with applicable FCC technical standards: two hundred dollars (\$200.00) per violation per day.

- (6) For failure to comply with the transfer provisions, detailed in Section 2.3 above: three hundred dollars (\$300.00) per day from the date of any such transfer.
 - (7) For failure to comply with the public, educational and governmental access provisions in accordance with Section 7 herein: two hundred dollars (\$200.00) per day, for each day that any such noncompliance continues.
 - (8) For failure to maintain the required insurance coverage as specified in Section 10.1 above: one hundred dollars (\$100.00) per day for each day the violation continues.
 - (9) For failure to maintain the performance bond as specified in Section 10.2 above: three hundred dollars (\$300.00) per day for each day the violation continues.
 - (10) For failure to open and/or operate the customer payment center in the Saco River Area in accordance with Section 13.1 herein: one hundred fifty dollars (\$150.00) per day, for each day that such payment center is not open and/or operating as required.
 - (11) For repeated, willful or continuing failure to submit reports, maintain records, provide documents of information: one hundred dollars (\$100.00) per day for each day the violation continues.
 - (12) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 9.3 herein, fifty dollars (\$50.00) per day that such non-compliance continues.
- (b) In addition to and without limiting the damages specified in 12.2(a), the Issuing Authority reserves the right to seek any actual damages, or two hundred fifty dollars (\$250.00) per violation per day, in the event that the Licensee violates any material provisions of this Franchise Agreement other than those referred to in 12.2(a).
- (c) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Franchise Agreement and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.
- (d) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3 REVOCATION OF THE FRANCHISE AGREEMENT

In the event that the Licensee fails to comply with any material provision of this Franchise Agreement, the Issuing Authority may revoke the Franchise Agreement granted herein, subject to the procedures of Section 12.1 above.

Section 12.4 TERMINATION

The termination of this Franchise Agreement and the Licensee's rights herein shall become effective upon the earliest to occur of: 1) the revocation of the Franchise Agreement by action of the Issuing Authority, pursuant to Section 12.2 and Section 12.3 above; 2) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or 3) the expiration of the term of this Franchise Agreement. In the event of any termination, the Town shall have all of the rights provided in this Franchise Agreement.

The Franchising Process

The cable system serving our community also serves many adjoining communities: Buxton, Hollis, Limerick, Limington and Waterboro. In 1998 our community worked together with approximately 5 other communities to issue a cable franchise for the FrontierVision cable company. This allowed the company to quickly obtain franchises in these communities so as to be able to serve a large region, while also allowing for individual provisions in specific franchises in order to tailor them to meet local needs.

Under the law, a cable franchise functions as a contract between the local government (operating as the local franchising authority) and the cable operator. Like other contracts, its terms are negotiated. Under the Federal Cable Act it is the statutory obligation of the local government to determine the community's cable-related needs and interests and to ensure that these are addressed in the franchising process – to the extent that is economically feasible. However derived (whether requested by the local government or offered by the cable operator), once the franchise is approved by both parties the provisions in the franchise agreement function as contractual obligations upon both parties.

Our current franchise provides that changes in law which affect the rights or responsibilities of either party under this franchise agreement will be treated as follows:

This Franchise Agreement is granted under and in compliance with 30-A M.R.S.A. §3008 & §3010 of the Laws of Maine, as amended, and in compliance with all Federal laws, and FCC rules and regulations and all other applicable rules and regulations in force and effect during the period for which this Franchise Agreement is granted.

While a franchise is negotiated by the local government as a contract, the process provides the cable operator additional due process rights, and consequent additional obligations on the local government. For instance in the section regarding Determination of Breach, the franchise reads as follows: “In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period or the Issuing Authority is not satisfied with the Licensee’s explanation or efforts to cure, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question through the Chair, and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall provide written determination whether or not the Licensee is in default of any provision of the Franchise Agreement.”

Competitive Cable Systems

Our community

- has never been approached by a competitive provider to provide service.
- has not denied any provider the opportunity to serve in our community.
- does have mechanisms in place to offer the same or a comparable franchise to a competitor upon request.

Conclusions

The local cable franchising process functions well in Standish and the neighboring towns of Buxton, Hollis, Limington, Limerick and Waterboro. As the above information indicates, we are experienced at working with cable providers to both see that the needs of the local community are met and to ensure that the practical business needs of cable providers are taken into account.

Local cable franchising ensures that local cable operators are allowed access to the rights of way in a fair and evenhanded manner, that other users of the rights of way are not unduly inconvenienced, and that uses of the rights of way, including maintenance and upgrade of facilities, are undertaken in a manner which is in accordance with local requirements. Local cable franchising also ensures that our local community's specific needs are met and that local customers are protected.

Local franchises thus provide a means for local government to appropriately oversee the operations of cable service providers in the public interest, and to ensure compliance with applicable laws. There is no need to create a new Federal bureaucracy in Washington to handle matters of specifically local interest.

Finally, local franchises allow each community, including ours, to have a voice in how local cable systems will be implemented and what features (such as PEG access, institutional networks or local emergency alerts, etc.) will be available to meet local needs. These factors are equally present for new entrants as for existing users.

The Town of Standish therefore respectfully requests that the Commission do nothing to interfere with local government authority over franchising or to otherwise impair the operation of the local franchising process as set forth under existing Federal law with regard to either existing cable service providers or new entrants.

Respectfully submitted,

Town of Standish, Maine

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